

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625193

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900584371

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alphinity, LLC		12/03/2020	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	REPLIGEN CORPORATION
Street Address:	41 Seyon Street, Suite 100
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02453
Entity Type:	Corporation: MASSACHUSETTS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77788968	ARTESYN
Serial Number:	77789245	ARTESYN
Serial Number:	85139346	ARTEPRENE
Serial Number:	85139342	ARTEFLEX
Serial Number:	85139345	ARTESIL
Serial Number:	85143689	ARTELINK
Serial Number:	86795265	XO
Serial Number:	87204310	THE ART OF SYNGLE USE
Serial Number:	88260503	STEAM2

CORRESPONDENCE DATA

Fax Number: 9199992798

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9196364767

Email: kfeisthamel@kdbfirm.com, docketing@kdbfirm.com,
bjackson@kdbfirm.com

Correspondent Name: Daniel N. Daisak

Address Line 1: 2601 Weston Parkway

Address Line 2: Kacvinsky Daisak Bluni PLLC
Address Line 4: Cary, NORTH CAROLINA 27513

ATTORNEY DOCKET NUMBER: 1580-RE3235 TRADEMARKS

NAME OF SUBMITTER: Barbara J. Jackson

SIGNATURE: /Barbara J. Jackson/

DATE SIGNED: 02/08/2021

Total Attachments: 5

source=IP Assignment Agreement Trademarks#page1.tif
source=IP Assignment Agreement Trademarks#page2.tif
source=IP Assignment Agreement Trademarks#page3.tif
source=IP Assignment Agreement Trademarks#page4.tif
source=IP Assignment Agreement Trademarks#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is made effective this 3rd day of December, 2020, by and between Alphinity, LLC, a Nevada limited liability company, and having a usual place of business at 1771 South Sutro Terrace, Carson City, NV 89706 ("Assignor") and Repligen Corporation, a Delaware corporation, and having a usual place of business at 41 Seyon Street, Building #1, Suite 100, Waltham, MA 02453 ("Assignee"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of the Alphinity Intellectual Property (as defined in the Purchase Agreement), including (a) the patents and patent applications set forth on Exhibit A attached hereto and incorporated herein by reference (the "Patent Rights") and the inventions described and/or claimed in the Patent Rights and (b) the trademarks, trademark registrations and trademark applications and trade names set forth on Exhibit B attached hereto and incorporated herein by reference, together with the goodwill associated therewith or symbolized thereby (the "Trademarks").

WHEREAS, Assignor and Assignee are parties to that certain Equity and Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor agreed to assign, transfer, convey and deliver to Assignee certain of the assets of Assignor, including the Alphinity Intellectual Property;

WHEREAS, Assignor now wishes to assign the Alphinity Intellectual Property to Assignee, and Assignee desires to acquire the Alphinity Intellectual Property from Assignor; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and to the Alphinity Intellectual Property, including all rights therein provided by international conventions and treaties, and the right to sue and recover for all past, present and future infringements and other violations, of the Alphinity Patent Rights. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Alphinity Intellectual Property carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents, trademarks or by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

2. From and after the Closing Date, Assignor agrees to reasonably assist Assignee and its successors, assigns and legal representatives, upon Assignee's written request, to evidence, record, and perfect the assignment in Section 1 hereof and to provide such other reasonable assistance as might be required in connection with Assignee's efforts to obtain, record, maintain, enforce and defend the assigned Alphinity Intellectual Property. Assignee shall pay or reimburse Assignor for all reasonable expenses incurred by Assignor in connection with Assignor's provision of such assistance.

3. Assignor does hereby authorize the Director of the United States Patent & Trademark Office, the Director of the United States Library of Congress Copyright Office, and the empowered

officials of all other governments whose duty it is to record patents, trademarks, copyrights, applications and title thereto, to record the Alphinity Intellectual Property and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

4. Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office, the Director of the United States Library of Congress Copyright Office, and the empowered officials of all other governments to issue patents, trademarks, copyrights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

5. Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: ALPHINITY, LLC

By: MICHAEL GREENE
Name: MICHAEL GREENE
Title: MANAGING MEMBER

ASSIGNEE: REPLIGEN CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: ALPHINITY, LLC

By: _____
Name: Michael Gagne
Title: Manager

ASSIGNEE: REPLIGEN CORPORATION

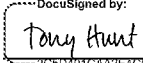
By:  _____
Name: Tony J. Hunt
Title: President and Chief Executive Officer

Exhibit B

TRADEMARKS

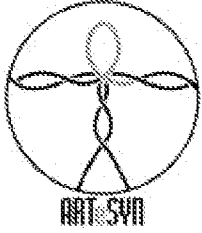
Docket Number	Mark	Registration No.	Serial No.	Location
ALPH-014TM	ARTESYN	3978714 6/14/11	77/788,968	U.S.
ALPH-015TM		3978716 6/14/11	77/789,245	U.S.
ALPH-016TM	ARTEPRENE	4088763 1/17/12	85/139,346	U.S.
ALPH-017TM	ARTEFLEX	4088761	85/139,342	U.S.
ALPH-018TM	ARTESIL	4088762 1/17/12	85/139,345	U.S.
ALPH-019TM	ARTELINK	4088777 1/17/12	85/143,689	U.S.
ALPH-008TM	XO	5,247,059 7/18/17	86/795,265	U.S.
ALPH-008EU	XO	Registered 015313216 August 10, 2016	015313216	Europe
ALPH-008SG	XO	Registered 4/20/16	40201606839U	Singapore
ALPH-024	THE ART OF SYNGLE USE	5371203 1/2/18	87/204,310	U.S.
ALPH-030TM	STEAM2	N/A	88/260,503	U.S.

Exhibit B

ACTIVE/105369874.6

RECORDED: 12/08/2020

**TRADEMARK
REEL: 007181 FRAME: 0647**